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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION THREE

SC MANUFACTURED HOMES INC. et al., Plaintiffs and Respondents, v. NORMAN SCOTT LIEBERT et al., Defendants and Appellants.	B202344 (Los Angeles County Super. Ct. No. BC311686)

APPEAL from an order of the Superior Court of Los Angeles County, Carolyn B. Kuhl, Judge. Affirmed.

Law Office of Anthony C. Rodriguez and Anthony C. Rodriguez for Defendants and Appellants.

The Law Offices of William R. Ramsey and William R. Ramsey for Plaintiffs and Respondents.

I.

INTRODUCTION

This civil lawsuit originally involved a dispute by a mobilehome dealer (plaintiffs and respondents SC Manufactured Homes, Inc. and Charles W. Redick, collectively SC Homes) against a number of mobilehome parks and dealers. After many years of litigation, four defendants bring this appeal: defendants and appellants Pacific Mobile III, L.P.; Seals, III LLC; the Liebert Corporation; and Norman Scott Liebert. All four defendants are associated with one mobilehome park – Parklane Mobile Estates. Hereinafter, we refer to appellants collectively as the Parklane defendants.

This is the fourth time we have addressed this case. In this appeal, the Parklane defendants contend the trial court erred in denying their motion for attorney fees. They raise virtually the same arguments we rejected in *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc.* (2007) 148 Cal.App.4th 663. We affirm the trial court's order denying the Parklane defendants' motion for attorney fees.

II.

FACTUAL AND PROCEDURAL BACKGROUND

A. *The initial pleadings and proceedings.*[1]

Plaintiff and respondent SC Manufactured Homes, Inc. is a retail dealership of mobilehomes in Los Angeles County. Plaintiff and respondent Charles W. Redick is a licensed mobilehome dealer and salesman, and the general manager of SC Manufactured Homes, which he owns jointly with his wife.

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[1] In that the facts with regard to the initial pleadings and proceedings are undisputed, we have taken most of them from our prior opinions, *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc.*, *supra*, 148 Cal.App.4th 663 and *SC Manufactured Homes, Inc. v. Liebert* (2008) 162 Cal.App.4th 68. Other facts have been gleaned from the pleadings in this appeal.

Parklane Mobile Estates (the Park) is one of the largest mobilehome parks in Santa Clarita, California, with 435 spaces. The first 406 spaces in the park were developed in the 1960's. In October 1998, the Park received approval to develop 29 new spaces, referred to as the "new section" of the Park.

A dispute arose with regard to whether SC Homes could place a mobilehome on space 511 in the Park. The Park maintained that it had not violated the Cartwright Act. In a September 1999, settlement, the Park and SC Homes resolved all of the Cartwright Act disputes through September 30, 1999.

In the summer of 2001, the Park offered arbitration agreements to dealers who wanted to sell their homes from the Park. SC Homes declined to enter into such an agreement. In a letter dated September 12, 2001, the Park notified SC Homes that it would no longer rent space to it, but that SC Homes was free to sell mobilehomes to park tenants.[2]

In 2002 and 2003, the Park began to develop the new section of the Park and sought joint venturers to assist in paying for, and developing, that section.

SC Homes sued a large number of mobilehome dealers, mobilehome park managers, and mobilehome park owners. The substance of the original complaint was that the defendants were involved in a conspiracy by which mobilehome dealers paid kickbacks to park owners and operators for the exclusive right and privilege of marketing and selling their mobilehomes in the parks, thereby restraining trade, preventing competition, increasing the cost of the mobilehomes, and interfering with SC Homes' contracts and potential contracts. Allegedly, the

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[2] The letter stated in part, that the Park "has no interest in conducting business with you or your company. [¶] [However, the Park] has ***no*** objection to [SC Homes] representing any tenant or prospective tenant with respect to the sale or purchase of any new or used mobilehome in the park. . . . [¶] In conclusion, although you are free to conduct business with tenants and prospective tenants with respect to their mobilehomes at [the Park], you and your company will no longer be able to rent space at the park for the purpose of selling your mobilehomes."

conspiratorial conduct denied SC Homes the ability to sell and lease mobilehomes in the Santa Clarita Valley. As part of this conspiracy, SC Homes alleged it was denied the ability to model mobilehomes in the parks.[3]

The original complaint named more than 70 defendants, including the owners and managers of 13 mobilehome parks, numerous mobilehome dealers, and one attorney. Thereafter, SC Homes filed a first amended complaint in which the attorney defendant was accused, among other allegations, of illegally evicting tenants. The attorney filed an anti-SLAPP motion (Code Civ. Proc., § 425.16), which was granted by the trial court. In an unpublished opinion, Case No. B180299, we reversed.

SC Homes dismissed 33 defendants, representing 12 of the 13 mobilehome parks, and many dealers, park owners, and park managers. The dismissed defendants then moved for attorney fees and costs pursuant to the Mobilehome Residency Law (Civ. Code, § 798 et seq., the MRL). *In SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* 148 Cal.App.4th 663, we examined the first amended complaint and held that the trial court correctly denied the motion because the case did not "arise under" the MRL (*id*. at p. 680), which " 'regulates relations between the owners and the residents of mobilehome parks.' (*Cacho v. Boudreau* (2007) 40 Cal.4th 341, 345.)" (*SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* at p. 674.)

B. *The pertinent complaint*.

On December 3, 2004, SC Homes filed its second amended complaint, which is the pertinent pleading. In the second amended complaint, only 17 defendants remained. These defendants represented six mobilehome dealers and only one mobilehome park, defendant and respondent Parklane Mobile Estates (the Park). Defendants and appellants, the Parklane defendants, are associated

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[3] "Modeling" is when a dealer places a mobilehome in a park, hoping that the new tenant will purchase that home.

with the Park. They also remained as named defendants in the second amended complaint.

1. *The conspiracy allegations*.

The second amended complaint contained the same, or expanded upon, the allegations in the first amended complaint. The second amended complaint began with the following summary of the case: "This action is brought by . . . a [mobilehome] dealer, against the owners and operators of [certain mobilehome parks] located in the City of Santa Clarita, . . . who conspired with certain mobilehome dealers . . . to restrain trade and increase profits by refusing to allow buyers of new homes to locate in the park unless they bought particular homes from the [defendant dealers] who provided kickbacks of $30,000 or more to the [defendant park operators] for the exclusive right to place and sell their homes on spaces within the park. These kickback arrangements have sometimes been confirmed in writing, thinly disguised as various business ventures. . . . [¶] . . . [¶] 8. These schemes . . . prevent open and fair competition among [mobilehome] dealers, unduly increase the price of mobilehomes, and deprive mobilehome buyers of their freedom of choice regarding which home they may buy and choice of dealer from which they may purchase that home. [¶] 9. [SC Homes] is a [mobilehome dealer] who refused to pay kickbacks . . . and was thus damaged in having been foreclosed from competing equally in the marketplace of new mobilehomes because his customers were denied tenancy in the park of their choice if they purchased from him, and the sale of mobilehome is not possible without the availability of a desirable space upon which to locate that home. [It is illegal to charge tenants entry fees in order to obtain a lease.] It is also illegal for a park owner or operator to demand a fee or commission for the sale of a mobilehome, either directly from the buyer (or seller), or indirectly from the mobilehome dealer, unless the fee is disclosed and approved in advance and the park operator performs actual sales services commensurate with the fee."

As it had in the first amended complaint, SC Homes alleged that the conspiracy resulted in "closed parks," i.e., parks that " 'reserve[ ]' all (or virtually all) of the available spaces in the park to one or more specific dealers for the placement of new model homes until they are sold, leaving none for a potential tenant to lease and place on it a new [mobilehome] purchased from a dealer of his own choice."

SC Homes further alleged, as it had in the first amended complaint, that the conspiratorial acts of connecting the lease of a mobilehome park space to the sale of certain mobilehomes was an illegal tying arrangement per se that prevented competition and restricted trade or commerce. SC Homes alleged that "[t]he act of tying the purchase of one product (*e.g*. the rental of a mobilehome space) to the purchase of another product (*e.g*. a mobilehome) [was] considered illegal per se . . . ."

SC Homes alleged, as it had done in its prior pleading, that it was illegally refused opportunities to "model" mobilehomes.

As it had in the first amended complaint, SC Homes alleged that the illegal acts of defendants, including the tying arrangements, and kickbacks, violated one or more provisions of the MRL, including, Civil Code sections 798.31, 798.37, 798.72, subdivisions (a) and (b) and 798.74, subdivision (a), and that the payment and non-disclosure of purportedly illegal fees to mobilehome buyers violated Health and Safety Code section 18035.3. In part, SC Homes alleged the MRL and the Health and Safety Code were violated because the "kickbacks" were "illegal 'entry, installation, hook-up, and/or landscaping' fees," "illegal 'transfer or selling fees' charged to a homeowner or agent 'as a condition of sale,' " and "illegal fees charged to a homeowner or agent 'upon purchase of a mobilehome . . . as a condition for approval of tenancy' . . . ."[4]

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[4] Health and Safety Code section 18035.3 mandates certain disclosures by dealers of mobilehomes when selling mobilehomes.

2. *Allegations regarding the market for mobilehomes and Parklane Mobile Estates.*

The first amended complaint discussed a conspiracy among a number of mobilehome parks and a number of dealers. The second amended complaint continued to discuss a broad conspiracy, but focused on the Park. In the second amended complaint, a number of parks that had been defendants in the first amended complaint continued to be labeled "nonparty" parks in the second amended complaint.

As had been done in the first amended complaint, the second amended complaint described the market for mobilehomes in the Santa Clarita Valley over the preceding years, identified a number of mobilehome parks in the Santa Clarita Valley that were either "closed" or "open," described the Park, and enumerated the number of mobilehomes it had sold to the Park residents.

Like its allegations in the first amended complaint, SC Homes alleged in the second amended complaint that because it had refused to pay rent to model homes in the Park, it was foreclosed from selling homes to tenants who wished to reside in the Park. It was further alleged that the Park attempted to convince numerous dealers to contribute $30,000 to $50,000, per space, to develop the spaces in the new section of the Park.

The first amended complaint had included 204 paragraphs describing individual incidents that purportedly proved the conspiracy. The second amended complaint included 150 paragraphs detailing such incidents, most of which had been alleged in the prior complaint. Both complaints included examples of when SC Homes allegedly had been denied the ability to sell homes to residents in the old and new sections of the Park.

As it had in the first amended complaint, SC Homes pointed to the September 12, 2001, letter in the second amended complaint to support its allegations that it had been locked out of the Park. SC Homes also repeated the allegations that the development costs being charged by the Park were "thinly

disguised" kickback arrangements and that parks in the Santa Clarita Valley were closed to it because it "would not pay bribes and kickbacks to [defendant park operators]."

After the long explanation of the events and general accusations, the second amended complaint addressed the same three causes of action that had been alleged in the first amended complaint: (1) violation of the Cartwright Act (Bus. & Prof. Code, § 16700 et seq.); (2) intentional interference with prospective economic advantage; and (3) violation of the Unfair Competition Law (UCL, Bus. & Prof. Code, § 17200 et seq.). As mentioned above, the major difference between the first and second amended complaints was that while the first discussed a conspiracy between a number of mobilehome parks, the second focused on the Park.

For example in the first cause of action for violation of restraint of trade under the Cartwright Act (Bus. & Prof. Code, § 16720 et seq.), SC Homes re-alleged there was an illegal tying arrangement per se that prevented competition, and restricted commerce by coercing prospective homeowners in the Santa Clarita Valley to buy new mobilehomes only from those dealers who paid kickbacks. However, it then went on to focus on the allegedly improper tying agreement between the Park's owners and operators and the defendant dealers.

The second cause of action for intentional interference with prospective economic advantage restated allegations that because SC Homes would not pay kickbacks, the conspirators intentionally interfered with SC Homes' relationship with mobilehome buyers, mobilehome sellers, and park operators.

In the third cause of action for violating the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq., the UCL), SC Homes alleged the following: the conspiracy enabled the defendants to compete unfairly against those who would not participate in the kickback scheme, including SC Homes. Defendant dealers received extra profits through inflated mobilehome prices and recouped illegal kickback charges by secretly increasing the amount homeowners paid for

mobilehomes. New homeowners were unaware that the amount paid for a mobilehome included " 'fees or services' that are not disclosed . . . as required by [Health and Safety Code section] 18035.3." The fees the Park charged dealers to lease spaces was "tantamount to an advance sales commission [and] violates [the MRL] . . . ."

3. *The demurrer and our opinion in SC Manufactured Homes, Inc. v. Liebert, supra, 162 Cal.App.4th 68.*

The defendants who had not been dismissed prior to the filing of the second amended complaint, including the Parklane defendants, concurrently filed two demurrers to the second amended complaint.

In opposing the demurrers, SC Homes withdrew its allegations based upon the Park's refusal to permit SC Homes to model mobilehomes. SC Homes also abandoned any claim that it had standing to sue under the MRL.

On June 1, 2006, the trial court sustained the demurrers without leave to amend. The trial court specifically found SC Homes had not alleged that the Parklane defendants violated the MRL. SC Homes appealed from the subsequently entered judgment of dismissal. On appeal, SC Homes made no arguments based upon violations of Health and Safety Code section 18035.3. Oral argument on the appeal was held on January 16, 2008. On April 21, 2008, we filed *SC Manufactured Homes, Inc. v. Liebert, supra,* 162 Cal.App.4th 68 affirming the trial court.

We first held that SC Homes could not state a cause of action for violation of the Cartwright Act because SC Homes had not stated a cause of action for an illegal tying arrangement per se. (*SC Manufactured Homes, Inc. v. Liebert, supra,* 162 Cal.App.4th at pp. 87-92.) In doing so, we discussed *Suburban Mobile Homes, Inc. v. AMFAC Communities, Inc.* (1980) 101 Cal.App.3d 532.

We then held that SC Homes had waived its interference and UCL causes of action, and in any event, the trial court properly sustained the demurrer on these causes of action because, as plaintiff admitted, they were based upon its

Cartwright Act cause of action. (*SC Manufactured Homes, Inc. v. Liebert, supra,* 162 Cal.App.4th at pp. 92-93.) With regard to the cause of action for intentional interference with prospective economic advantage, we additionally held that "[w]ith regard to both the old section and the new section of [the Park], tenants and prospective tenants were not foreclosed from buying mobilehomes from [SC Homes]. With regard to the new section of [the Park, SC Homes] was only foreclosed from acting as a joint venturer. [¶] The only time [SC Homes] was precluded from any economic opportunity was when [it] wished to buy a mobilehome from one tenant and replace it with another in the hopes that [it] could sell a mobilehome to another tenant, or model. However, [SC Homes] has withdrawn all claims that [it] should be able to model mobilehomes in [the Park]. Thus, [SC Homes] has not stated an interference cause of action." (*Id.* at p. 93.)

We further held that because SC Homes could not state a cause of action for violation of the Cartwright Act or for intentional interference with prospective economic advantage, "the cause of action for a violation of the UCL also cannot stand. To the extent [SC Homes] relies on violations of the MRL, [SC Homes] has waived such argument. Thus, [SC Homes] has not stated a UCL violation." (*SC Manufactured Homes, Inc. v. Liebert, supra,* 162 Cal.App.4th at p. 93.)

C. *The present appeal.*

After the demurrer was sustained without leave to amend to the second amended complaint, the Parklane defendants moved for attorney fees pursuant to the attorney fee provision in the MRL, Civil Code section 798.85. The Parklane defendants sought more than $100,000.[5] Because the issue of attorney fees was before us at the time the motion was filed, the trial court deferred ruling until we rendered our opinion on March 15, 2007 in *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* 148 Cal.App.4th 663.

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[5] It does not appear that the other defendants named in the second amended complaint filed a motion seeking attorney fees and they do not appear on appeal.

In their motion for attorney fees, the Parklane defendants argued that our ruling in *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* 148 Cal.App.4th 663 was based on the first amended complaint, and not the second amended complaint. They suggested they were in a different position from the 13 mobilehome parks that had been the focus of the first amended complaint. According to the Parklane defendants, unlike the first amended complaint "which alleged a 'grand conspiracy' between more than 75 Defendants at 14 mobilehome parks throughout the Santa Clarita Valley[;] . . . the second amended complaint involved only one mobilehome park." The Parklane defendants stated that unlike other defendants, they "settled any Cartwright Act claims with [SC Homes] on September 30, 1990, ***after*** the alleged conspiracy with the dealer defendants commenced." "As a result, the allegations against [them] necessarily focused on the Mobilehome Residency Law[rather than the Cartwright Act]." Additionally, the Parklane defendants asserted they were entitled to attorney fees because the second amended complaint included numerous references to provisions within the MRL. The Parklane defendants cited *Del Cerro Mobile Estates v. Proffer* (2001) 87 Cal.App.4th 943 and *Palmer v. Agee* (1978) 87 Cal.App.3d 377 for the proposition that MRL attorney fees can be awarded even if a complaint did not include a cause of action specifically labeled as a violation of the MRL.

SC Homes opposed the motion for attorney fees arguing, in part, that our opinion in *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* 148 Cal.App.4th 663 was dispositive.

On July 18, 2007, the trial court denied the motion for attorney fees. The Parklane defendants appeal from the order denying the motion.[6] We affirm.

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[6] Three of the defendants who were dismissed prior to the filing of the second amended complaint were also associated with Parklane Mobile Estates; they litigated the attorney fee issue that we resolved in *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* 148 Cal.App.4th at page 671, footnote 5. They do not appear on appeal.

III.

DISCUSSION

The Parklane defendants note that their motion for attorney fees was based upon the second amended complaint, whereas our decision in *SC Manufactured Homes, Inc. v. Canyon View Estates, Inc., supra,* 148 Cal.App.4th 663 (*SC v. Canyon View*) addressed a request for attorney fees based upon the first amended complaint. According to the Parklane defendants this is a critical distinction. Their attempts to distinguish the cases are futile. Our prior opinion is dispositive.

A. *The burden of review and SC v. Canyon View, supra, 148 Cal.App.4th 663.*

" ' "An order granting or denying an award of attorney fees is generally reviewed under an abuse of discretion standard of review; however, the 'determination of whether the criteria for an award of attorney fees and costs have been met is a question of law.' [Citations.]" [Citation.]' [Citations.]" (*SC v. Canyon View, supra,* 148 Cal.App.4th at p. 673.)

" 'The state Mobilehome Residency Law ([the MRL,] Civ. Code, § 798 et seq.) regulates relations between the owners and the residents of mobilehome parks.' (*Cacho v. Boudreau* (2007) 40 Cal.4th 341, 345.)" (*SC v. Canyon View, supra,* 148 Cal.App.4th at p. 674.) The MRL's attorney fees and costs provision is in Civil Code section 798.85. It reads: "In any action *arising out* of the provisions of this chapter[,] the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during trial . . . ." (Italics added.)

In *SC v. Canyon View, supra,* 148 Cal.App.4th 663, we addressed an attorney fee motion brought by a number of defendants, including three associated with the Park. (See fn. 6.) Their motion for attorney fees was filed after the *first amended complaint* had been dismissed by SC Homes. In *SC v. Canyon View* we held that Civil Code section 798.85 did not apply simply because the underlying

pleadings contained references to the MRL or the litigation related to the MRL. Rather, "[t]o be entitled to attorney fees and costs pursuant to Section 798.85, the underlying case must arise in the context of those relationships and claims addressed by the MRL. It is not sufficient that the case 'relates to' the MRL." (*SC v. Canyon View, supra,* at p. 675.) We acknowledged that "[a] case may 'arise' under the MRL even if a complaint does not allege a specific cause of action under the MRL, as long as the dispute is one within the scope of the MRL. While the defendants' defenses may be considered, the foundation of the case must be grounded in the MRL." (*Id.* at p. 676.) We examined all of the cases that had addressed whether attorney fee awards under Civil Code section 798.85 were appropriate: *MHC Financing Limited Partnership Two v. City of Santee* (2005) 125 Cal.App.4th 1372; *Del Cerro Mobile Estates v. Proffer, supra,* 87 Cal.App.4th 943; *Palmer v. Agee, supra,* 87 Cal.App.3d 377; *People v. McKale* (1979) 25 Cal.3d 626; and *People v. Mel Mack Co.* (1975) 53 Cal.App.3d 621.

In *SC v. Canyon View*, *supra*, 148 Cal.App.4th 663, we held that the trial court correctly denied the motion for attorney fees based upon Civil Code section 798.85. We stated: "[t]he case here does not involve a landlord/tenant dispute. It does not involve a lawsuit brought by a park manager to protect its rights as against its homeowners and residents. It does not involve a lawsuit brought by residents arising from their tenancy. It does not involve a case, such as *McKale*, where an entity with standing brings a lawsuit to protect park residents. Rather, [SC Homes] is a dealer of mobilehomes; joint defendants and [the defendants associated with the Park] are dealers of mobilehomes and managers and owners of mobilehome parks. Regardless of how [SC Homes] framed its complaint, regardless of the titles to the three specified causes of action, and even though [SC Homes] cited sections of the MRL in articulating the alleged conspiratorial and tortious conduct of the defendants, [SC Homes] sought to protect its own pocketbook - not the rights of tenants. [SC Homes] alleged it was foreclosed from competing in the marketplace of mobilehomes. Even though [SC Homes] alleged

mobilehome tenants were harmed so [SC Homes] could allege it was enforcing 'public rights,' the crux of the case was articulated by [SC Homes] in its summary of the case. [SC Homes] alleged *it* 'was foreclosed from competing equally in the marketplace' and *it* was damaged 'due to lost mobilehome sales.' In defending against [SC Homes'] allegations, joint defendants and [the defendants associated with Parklane] argued they were not involved in a kickback scheme and did not formulate a plan to exclude [SC Homes] or any dealer from the marketplace of mobilehomes or from selling mobilehomes in their parks. The case before us does not involve the direct application of MRL provisions in the context for which the MRL was designed." (*SC v. Canyon View, supra,* at p. 678.)

We also rejected the request for attorney fees by the defendants associated with Parklane, even though "allegations against [them] in the operative complaint dealt with purported wrongful activity that affected park residents and homeowners and SC Homes had sought an injunction." (*SC v. Canyon View, supra*, 148 Cal.App.4th at p. 678.) We stated that SC Homes had "designed these allegations and its relief request to protect itself and not the park tenants. The allegations were always tied to [SC Homes'] theory of the case that it was denied the ability to sell mobilehomes in [the Park] by the purported wrongful activity. The relief requested was to protect [SC Homes'] market share and pocketbook, which would incidentally prevent harm to park residents and homeowners. Further, [the Park's] defense was that its actions were legal business practices that were not designed to exclude mobilehome dealers, including [SC Homes], from its park. Thus, while [SC Homes'] allegations and [the Park's] defenses 'relate to' the MRL, they do not 'arise' out of the MRL." (*Id.* at pp. 678-679.)

We then found unpersuasive the argument that "the case is not just about kickbacks and [SC Homes'] own . . . economic gain, but rather about the purported harm to park residents and homeowners through the alleged de facto entry fees [because these allegations did not] alter the foundation of the case as

framed by [SC Homes] that the illegal conspiracy and acts denied it the ability to sell mobilehomes." (*SC v. Canyon View, supra,* 148 Cal.App.4th at p. 679.)

Those requesting attorney fees in *SC v. Canyon View, supra,* 148 Cal.App.4th 663 also argued that the MRL was not limited to disputes involving tenants and mobilehome parks because the MRL mentioned other entities and persons, such as mobilehome brokers. We stated that "[t]hese statutes do not expand the scope of the MRL to the degree suggested by [those claiming attorney fees]. Additionally, the case before us does not address a situation involving these specific regulations." (*Id.* at p. 680.)[7]

Lastly, we found unpersuasive a statutory construction argument.

B. *The arguments presented here simply re-iterate most of the arguments we previously rejected.*

In the present appeal, the Parklane defendants are those associated with the Park who remained in the case after others had been dismissed. They argue that their attorney fees motion should have been granted because the allegations in the *second amended* complaint differ significantly from those in the *first* amended complaint and thus, *SC v. Canyon View, supra,* 148 Cal.App.4th 663, does not control. They are incorrect and we already have addressed many of the arguments presently submitted.

First, we must note that the premise of SC Homes' case did not change with the filing of the second amended complaint even though SC Homes narrowed the list of defendants. SC Homes used virtually identical language in both complaints

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[7] In *SC v. Canyon View, supra,* 148 Cal.App.4th at page 680 we mentioned, as examples, the following provisions in the MRL: Civil Code section 798.80, subdivision (d) [real estate broker may collect commission pursuant to contract between broker and mobilehome park owner]; Civil Code section 798.34 [homeowner may have guests and caretakers, and homeowner may share home]; and Civil Code section 798.75 [escrow for mobilehome that is to remain in the park upon sale must contain executed rental agreement or statement by park's management agreeing to terms of tenancy].

when it summarized its case. The difference was that in the second amended complaint, the Park was the only mobilehome park left as a defendant and the conspiracy allegations stressed incidents that occurred with regard to it. However, other parks were not eliminated from the second amended complaint, but rather were simply named as "non-party" parks. The second amended complaint still included as defendants six dealers who had been named in the first amended complaint. In the second amended complaint, SC Homes still sought to protect its own pocketbook – not the rights of tenants. It did not, as SC Homes suggests on appeal, focus on the charging of illegal entry fees, although this concept was contained in the complaint as it had been in the first amended complaint.

In the present appeal, the Parklane defendants argue they were entitled to attorney fees because they raised the MRL in defense, and SC Homes' second amended complaint mentioned a number of the MRL provisions, including charges that the Park charged illegal entry fees. The Parklane defendants also argue that SC Homes sued under the MRL. The Parklane defendants rely upon *MHC Financing Limited Partnership Two v. City of Santee, supra,* 125 Cal.App.4th 1372, *Del Cerro Mobile Estates v. Proffer, supra,* 87 Cal.App.4th 943, *Palmer v. Agee, supra,* 87 Cal.App.3d 377, *People v. Mel Mack Co., supra,* 53 Cal.App.3d 621, and *People v. McKale, supra,* 25 Cal.3d 626. In *SC v. Canyon View, supra,* 148 Cal.App.4th 663 rejected the identical arguments and we examined all of the cases cited by the Parklane defendants.[8] Thus, we need not repeat our analysis.

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[8] In their reply brief, the Parklane defendants also contend that SC Homes brought the MRL allegations in the second amended complaint because in *SC Manufactured Homes, Inc. v. Liebert, supra,* 162 Cal.App.4th 68 we acknowledged that these allegations had been abandoned. (*Id.* at p. 83.) However, this reference was to an earlier statement in our opinion that SC Homes "abandoned any claim that he had standing to sue under the MRL . . . ." (*Id.* at p. 82.)

The Parklane defendants suggest we incorrectly limited the reach of the MRL in *SC v. Canyon View, supra*, 148 Cal.App.4th 663 when we stated that "[t]he MRL regulates the conduct between tenants and landlords . . . ." (*Id.* at p. 678.) Thus, according to the Parklane defendants, our discussion was faulty when we held that the other defendants were not entitled to attorney fees even though the MRL includes provisions that mention persons and entities other than mobilehome tenants and parks. (*Id.* at pp. 679-680.) The Parklane defendants cite to Health and Safety Code section 18062.2 to suggest our reasoning in *SC v. Canyon View* was incomplete because apparently we were "not aware" of this Health and Safety Code section. However, the Parklane defendants do not cite any authority suggesting that SC Homes could have used Health and Safety Code section 18062.2 for private enforcement.[9]

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[9] Health and Safety Code section 18062.2 is found within Article 3, "infractions and penalties" providing for enforcement by the California Department of Housing and Community Development. (See Health & Saf. Code, §§ 18002.8, 18058 et seq.)

Health and Safety Code section 18062.2 reads:

"It is also unlawful for a dealer to do any of the following:

"(a) Engage in the business for which the dealer is licensed without at all times maintaining an established place of business.

"(b) Employ any person as a salesperson who is not licensed pursuant to this part, or whose license or 90-day certificate is not displayed on the premises of the dealer as provided in Section 18063.

"(c) Permit the use of the dealer's license, supplies, or books by any other person for the purpose of permitting that person to engage in the sale of manufactured homes, mobilehomes, or commercial modulars, or to permit the use of the dealer's license, supplies, or books to operate a secondary location to be used by any other person, if the licensee has no financial or equitable interest or investment in the manufactured homes, mobilehomes, or commercial modulars sold by, or the business of, or secondary location used by, the person, or has no such interest or investment other than commissions, compensations, fees, or any other thing of value received for the use of the dealer's license, supplies, or books to engage in the sale of manufactured homes, mobilehomes, or commercial modulars.

The Parklane defendants suggest they are entitled to attorney fees because SC Homes requested injunctive relief in the second amended complaint. The type of relief does not control, nor do the specifically enumerated causes of action. As we stated in *SC v. Canyon View*, *supra*, 148 Cal.App.4th 663, the case did not

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"(d) Advertise any specific manufactured home, mobilehome, or commercial modular for sale without identifying the manufactured home, mobilehome, or commercial modular by its serial number or by the number on its federal label or insignia of approval issued by the department.

"(e) Advertise the total price of a manufactured home, mobilehome, or commercial modular without including all costs to the purchaser at the time of delivery at the dealer's premises, except sales tax, title and registration fees, finance charges, and any dealer documentary preparation charge. The dealer documentary preparation charge shall not exceed twenty dollars ($20).

"(f) Exclude from the advertisement of a manufactured home, mobilehome, or commercial modular for sale information to the effect that there will be added to the advertised total price at the time of sale, charges for sales tax, title and registration fees, escrow fees, and any dealer documentary preparation charge.

"(g) Represent the dealer documentary preparation charge as a governmental fee.

"(h) Refuse to sell the manufactured home, mobilehome, or commercial modular to any person at the advertised total price for that manufactured home, mobilehome, or commercial modular, exclusive of sales tax, title fee, finance charges, and dealer documentary preparation charge, which charge shall not exceed twenty dollars ($20), while it remains unsold, unless the advertisement states the advertised total price is good only for a specified time and that time has elapsed.

"(i) Not post the salesperson's license in a place conspicuous to the public on the premises where they are actually engaged in the selling of manufactured homes, mobilehomes, and commercial modulars for the employing dealer. The license shall be displayed continuously during their employment. If a salesperson's employment is terminated, the dealer shall return the license to the salesperson.

"(j) Offer for sale, rent, or lease within this state a new manufactured home, mobilehome, or commercial modular whose manufacturer is not licensed under this part.

"(k) To violate Section 798.71 or 798.74 of the Civil Code, or both.

"(l) When the dealer is an owner or manager, or an agent of the owner or manager, of a mobilehome park and serves as the dealer for a manufactured home or mobilehome to be installed or sold in the park, to knowingly violate Section 798.72, 798.73, 798.73.5, 798.75.5, or 798.83 of the Civil Code."

arise out of the MRL because "the crux of the case was articulated by [SC Homes] in its summary of the case. [SC Homes] alleged *it* 'was foreclosed from competing equally in the marketplace' and *it* was damaged 'due to lost mobilehome sales.' " (*Id.* at p. 678.) Additionally, it is irrelevant as to whether, as the Parklane defendants presently assert, attorney fees under the attorney general theory (Code Civ. Proc., § 1021.5) have been awarded in unfair business practices cases. (*Notrica v. State Comp. Ins. Fund* (1999) 70 Cal.App.4th 911, 954-955.)

The Parklane defendants argue that their plea for attorney fees is not controlled by our prior published opinion because SC Homes "settled [its] Cartwright Act claims with the Parklane Defendants ***after*** the conspiracy to restrain trade had been formed, [and thus,] the dispute between the Parklane Defendants necessarily focused on the payment of money for the use of Parklane's property." This argument ignores the fact that the settlement addressed disputes between SC Homes and the Park *through* September 30, 1999. It did not eliminate all of SC Homes' allegations under the Cartwright Act, many of which were alleged to have occurred after September 30, 1999.

We also find unpersuasive that SC Homes is locked into statements its counsel purportedly made at the hearing before our court on January 16, 2008, that the goal of the litigation was about protecting tenants. Counsel's arguments do not alter the content of SC Homes' pleadings, which is what we were called upon to evaluate.

SC Homes alleged there was an illegal tying arrangement because the sale of mobilehomes was tied to the renting of mobilehome spaces. For this proposition, SC Homes relied on *Suburban Mobilehomes, Inc v. AMFAC Communities, Inc., supra,* 101 Cal.App.3d 532. The Parklane defendants argue that had the matter gone forward, they would have argued in defense that they could not be liable under this theory because the law has changed since *Suburban* was decided and the MRL now permits mobilehome parks to simultaneously sell mobilehomes and rent spaces. Thus, the Parklane defendants suggest they would

have been entitled to attorney fees under the MRL in that it was being used as a defense. The defense, however, would not have addressed the coercive nature of tying arrangements, which was the reason for SC Homes' allegations.

Thus, the Parklane defendants have not presented any convincing arguments and we affirm the trial court's order denying their motion for attorney fees.

IV.

DISPOSITION

The order is affirmed. SC Homes is awarded costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

ALDRICH, J.

We concur:

KLEIN, P. J.

KITCHING, J.